

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND RATIFICATION OF OIL, GAS & MINERAL LEASE

STATE OF TEXAS
COUNTY OF TARRANT

REFERENCE is made to the following Oil, Gas and Mineral Lease:

Oil, Gas and Mineral Lease, dated August 22, 2006, between Joe H. Nussbaum and Becky B. Nussbaum, Lessor(s), and Burnett Oil Company, Lessee, recorded in Memorandum of Oil, Gas and Mineral Lease dated August 22, 2006 recorded in Document Instrument Number D207019534 of the Official Public Records of Tarrant County, Texas, covering 5.7798 acres of land, more or less, out of the S. Gilmore Survey, Abstract No. 590, Tarrant County, Texas, being fully described on attached Exhibit A.

herein together referred to as the "Lease", said land being more fully described in the "Lease", reference to said "Lease" being made for all the terms provisions thereof.

WHEREAS, the "Lease", is currently owned by BURNETT OIL COMPANY, ("Lessee"), whose address is 801 Cherry Street, Unit No. 9, Fort Worth, Texas 76102-6881;

WHEREAS, the "Lease", contains the following provision entitled "Term of Lease":

"2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease is a paid up lease and shall be for a term of Three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein."

WHEREAS, the "Lease", contains the following Paragraph 17 entitled "Royalties" on Exhibit "A" attached hereto and made a part hereof that certain Oil, Gas and Mineral Lease:

“17. ROYALTIES

It is understood and agreed that wherever the fraction "one-eighth" appears in paragraph 3 hereof, they are hereby expressly amended and increased to "twenty-three and one half percent" (23.5%).

WHEREAS, the undersigned Lessor(s) and Lessee wish to amend the Term of Lease provision and Paragraph 17. Royalties on Exhibit "A" of the Lease in the manner set below.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

"2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this lease is a paid up lease and shall be for a term of Five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder or as long as this lease is continued in effect as otherwise provided herein."

“17. ROYALTIES

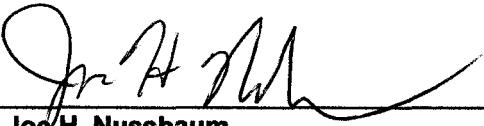
It is understood and agreed that wherever the fraction "one-eighth" appears in paragraph 3 hereof, they are hereby expressly amended and increased to "twenty-five percent" (25%).

The undersigned Lessor(s) agree that the Lease is now deemed to be paid-up lease with a primary term of five (5) years from the original date, the royalty is changed to twenty-five percent (25%) and the Lease, as same may have been amended, remains in full force and effect and the undersigned do hereby adopt, ratify and confirm the said Lease and any amendments thereto as to all of the terms and provisions therein, and do hereby lease, grant, demise and let the interest of the Lessor(s) in all of the land covered by the said Lease unto the Lessee, its successors and assigns, in accordance with all of the terms and provisions of the said Lease as amended hereby.

This instrument may be executed in a number of counterparts, each of which shall have the force and effect of an original instrument, and all of which counterparts, when taken together, shall constitute but one instrument. The failure of any one or more of the interest owners to execute this instrument or counterpart hereof shall not in any manner or way affect the validity and binding effect of this instrument or any counterpart hereof as to any party or parties who execute this instrument or a counterpart hereof.

This Amendment is hereby accepted by Lessee upon Lessee's duly recording of the Amendment in the Official Records in Tarrant County, Texas.

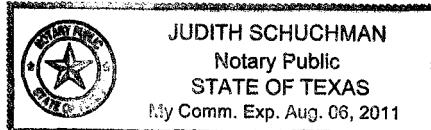
EXECUTED this the 18th day of August, 2009.


By: Joe H. Nussbaum
2301 N. Fielder Road
Arlington, Texas 76012


By: Becky B. Nussbaum
2301 N. Fielder Road
Arlington, Texas 76012

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 18th day of August, 2009,
by Joe H. Nussbaum and Becky B. Nussbaum, husband and wife.



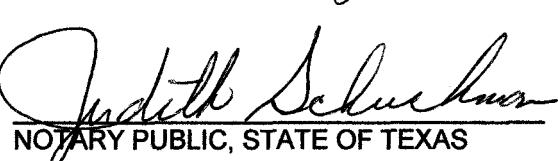

JUDITH SCHUCHMAN
NOTARY PUBLIC, STATE OF TEXAS

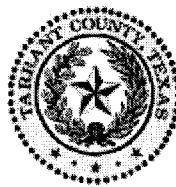
EXHIBIT "A"

All that certain lot, tract or parcel of land situated in Tarrant County, Texas, and described below as follows:

Being 5.7798 acres of land, more or less, situated in the County of Tarrant, State of Texas, and being out of the Seburn Gilmore Survey, Abstract 590, and being more particularly described in that certain Warranty Deed dated May 22, 2003 from Richard T. Porter and wife, Earnesteen Porter, as Grantor to Joe H. Nussbaum and wife, Becky B. Nussbaum, as Grantee, being recorded as Document D203184765 in the Deed Records of Tarrant County, Texas. Also further being identified as tracts 1F, 1F7, 1F5, 1F05, 1F05B in the Seburn Gilmore Survey, Abstract 590 in Tarrant County, Texas.

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BURNETT OIL CO
801 CHERRY ST UNIT # 9 STE 1500
FT WORTH, TX 76102

Submitter: BURNETT OIL CO INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 3/3/2010 9:34 AM

Instrument #: D210046557

OPR 4 PGS \$24.00

By: Suzanne Henderson

D210046557

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN